

DEED OF EASEMENT

THIS DEED OF EASEMENT, made as of this ____ day of _____, 200__, by and between (Grantor to be the successful bidder of GSA's planned public sale), (the "Grantor"), and the MARYLAND HISTORICAL TRUST, an instrumentality of the State of Maryland (the "Grantee").

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historic, aesthetic and cultural properties, all as is more particularly provided for by law; and

WHEREAS, the real property as hereinafter described (the "Property") has substantial historic, aesthetic and cultural character and this Deed of Easement (this "Deed") will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer this Deed; and

WHEREAS, Grantee has determined that this Deed is exclusively for conservation purposes; and

WHEREAS, Grantor has acquired the Property from the United States of America, acting by and through its Administrator of the General Services Administration ("GSA"), pursuant to Section 407 of the Consolidated Appropriations Act, 2005, Public Law 108-447, enacted December 8, 2004 (118 STAT. 3258).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to Grantee with Special Warranty of Title an easement (the "Easement") in all of [that][those] certain lot[s] or parcel[s] of land known as [the] Middle River Depot, 2800 Eastern Boulevard, Middle River, Maryland property, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Baltimore County, State of Maryland, and which is more particularly set forth in Exhibit B, attached hereto and incorporated herein.

2. Exhibit A consists of 4 pages and includes as page 1 a schedule (which is recorded with this Deed) describing the documents, photographs of selected portions of the Property, and other things that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Deed as though recorded herewith. Grantor acknowledges that Exhibit A may be modified and updated upon the restoration of the Property.

3. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be perpetual in duration. The parties agree that it is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property enforceable by Grantee and its successors, transferees and assigns with respect to the Property and against Grantor and Grantor's heirs, successors, transferees and assigns, all of whom are collectively referred to herein as "Grantee" and "Grantor", respectively. The Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property.

(B) Public Access. Grantor shall make the Property open to the public on a minimum of 5 days or the equivalent of 35 hours per year from 10:00 a.m. to 5:00 p.m., and at other times by appointment as may be determined by Grantor.

(C) Maintenance and Administration. Grantor shall keep and maintain the Property, including the Exterior and Interior (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantor shall maintain, repair and administer the Property and the Exterior and Interior of the improvements thereon in a manner to preserve the historic, aesthetic and cultural character and appearance of the Property and the improvements thereon as shown and described in Exhibit A. The maintenance, repair and administration of the Property and the Exterior and Interior of the improvements thereon shall further conform to the requirements of Paragraph D below. This covenant does not require reconstruction of any improvements which are destroyed in whole or in part by casualty loss unless insurance proceeds are available for such purposes.

(D) Changes and Alterations.

(i) Without the express written consent of the Director of the Maryland Historical Trust (the "Director"), Grantor shall not cause, permit or suffer any construction which would alter or change the Property or the Exterior and Interior of any improvements thereon as described and depicted in Exhibit A, provided, however, that if damage has resulted to said Exterior and Interior from casualty loss, deterioration or wear and tear, then the maintenance, reconstruction, repair, repainting or refinishing to correct the damage shall be permitted without such written permission of the Director, provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not substantially alter the appearance of such improvements upon conclusion of the restoration of the Property.

(ii) The terms Exterior and Interior mean the exterior and interior surfaces of an improvement on the Property including the architectural style, the general design and arrangement, the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar exterior and interior features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(iii) Without the express written consent of the Director, no building, structure, or improvement may be constructed or erected on the Property other than those buildings, structures, or improvements which are as of the date of this Agreement located on the Property, as described and depicted in Exhibit A.

(E) Archeological Resources. Grantor shall not cause, permit or suffer any grading, excavation, plowing over 12 inches in depth, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground. Prior to granting such consent, the Director may require the Grantor to perform a survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the Director, the Grantor shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Director.

(F) Inspection. Grantee shall have the right to enter the Property on reasonable notice to Grantor for the purpose of inspecting the Property to determine whether there is compliance by the Grantor with the terms of the Easement.

(G) Breach by Grantor. Upon any breach of the terms of the Easement by Grantor, Grantee may, after reasonable notice to Grantor, exercise any or all of the following remedies:

(i) institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction;

(ii) demand that the Property be restored promptly to the condition required by the Easement; and

(iii) enter upon the Property, correct any breach, and hold Grantor responsible for the resulting cost.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantor is found to have breached any of Grantor's obligations under the Easement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorneys' fees.

(H) Waiver. No waiver of any term or condition of the Easement shall have any force or effect unless it be in writing and approved by the parties hereto. No failure on the part of Grantee to enforce any covenant or provision herein nor the waiver of any right thereunder by Grantee shall discharge or invalidate such covenant or provision of any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

(I) Consent, Disapproval and Appeal. In any event where the terms of the Easement require the consent of the Director, such consent shall be requested by notice to the Director and consent shall be deemed to have been given within forty-five (45) days after receipt of notice by the Director unless the Director gives notice to the Grantor of specific reason for disapproval. In any event where the Director gives such notice of disapproval, Grantor may appeal

the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by notice to the Director given within forty-five (45) days of receipt of notice of disapproval from the Director.

(J) Notice. Any notice required to be given by the Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, if to the Grantor, addressed to the Grantor as follows:

[Grantor's address shall be same as on the GSA Deed to the Grantor]

_____.

or to the Grantor at such other address as the Grantor may from time to time designate by notice to the Director, or, if to the Grantee or the Director, addressed to the Grantee or Director as follows:

Director
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032-2023

or to the Grantee or the Director at such other address as the Director may from time to time designate by notice to the Grantor. Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two (2) days after the day notice has been deposited with the United States Post Office.

(K) Construction. The Easement is for the purpose of promoting and shall be construed to promote the purposes of the statutes creating and governing Grantee and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property.

(L) Subsequent Conveyance. Grantor agrees that the restrictions of the Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which the Grantor's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

(M) Transfer of Ownership. The Grantor agrees for itself, its personal representatives, heirs, successors, transferees and assigns, to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within forty-five (45) days of the time the transfer is consummated.

(N) Conservation Purposes. Grantee agrees that it will hold this Deed exclusively for conservation purposes i.e., that it will not transfer this Deed whether or not for consideration. However, subject to the provisions of any applicable federal law, Grantee may assign or transfer its interest in this Deed to a governmental unit or organization which qualifies at the time of the transfer as an eligible donee of this Deed under any pertinent provisions of federal

law.

- (O) Property Right. Grantor agrees that the donation of this Deed gives rise to a property right, immediately vested in the Grantee, with a fair market value equal to the proportionate value that this Deed bears to the value of the Property as a whole.
- (P) Governing Law. This Deed is made in and shall be governed by, the laws of the State of Maryland.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS/ATTEST:

GRANTOR:

_____ By: _____(SEAL)
Name:
Title:

WITNESS:

ACCEPTED BY THE
MARYLAND HISTORICAL TRUST

_____ By: _____(SEAL)
J. Rodney Little, Director

STATE OF MARYLAND, _____ CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year 200__, before the subscriber, personally appeared _____, who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the duly authorized _____ of _____.

Notary Public

My Commission Expires:

STATE OF MARYLAND, _____ COUNTY, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year 200__, before the subscriber, personally appeared J. Rodney Little, and acknowledged that he executed the foregoing instrument for the purposes therein contained as the fully authorized Director of the Maryland Historical Trust.

Notary Public

My Commission Expires:

Approved as to form and legal
sufficiency this _____ day of
_____, 200__.

Assistant Attorney General

CERTIFICATION

The undersigned hereby certifies that this instrument has been prepared by or under the supervision of _____ and that I am an attorney admitted to practice before the Court of Appeals of Maryland.

_____ (SEAL)

Exhibit A

Middle River Depot
2800 Eastern Boulevard
Middle River, Baltimore County, Maryland

Schedule

Construction and Development Guidelines

The Property is divided into three zones set forth below, each of which reflects a level of historic preservation. The Grantor, its successors and assigns, shall have the right to construct and develop the property in each respective zone in accordance with guidelines set forth in the following "Development Guidelines Questions and Answers."

Schematic Identifying Zones of Preservation

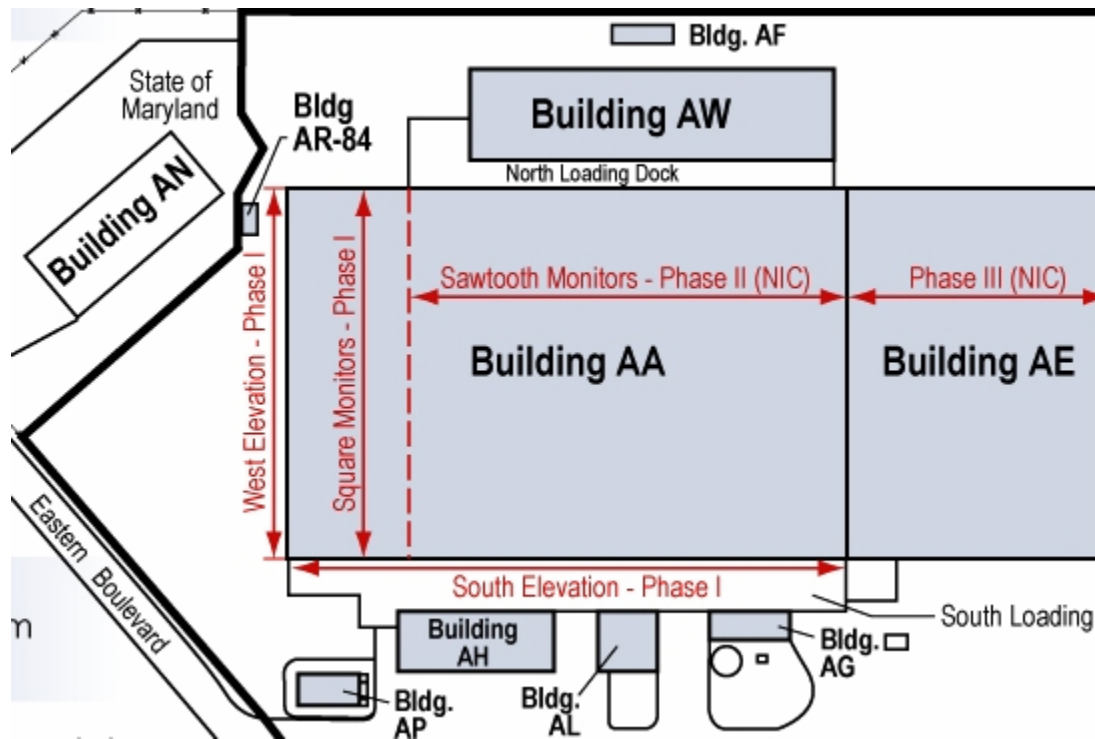


Exhibit A

Middle River Depot
2800 Eastern Boulevard
Middle River, Baltimore County, Maryland

Development Guidelines Questions and Answers

The following questions and answers address the extent to which an historic preservation easement to the Maryland Historical Trust ("MHT") on the Middle River Depot would affect future development. They provide clarification on what may and may not be permissible with respect to exterior and interior alterations to the existing buildings, demolition of portions of the existing buildings, and new construction on the surrounding site.

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- Q1: Building AE is indicated as Zone/Phase III (Low Level of Preservation Required). Will demolition of Building AE be permitted?
- A: **Yes, MHT will permit demolition of Building "AE".**
- Q2: Buildings AH, AG, AL and AW are indicated as Zone/Phase II (Moderate Level of Preservation Required). Would the demolition of any of these ancillary structures be entertained, if development proposals indicated that removal would be beneficial to the success of the project?
- A: **MHT will consider demolition of one or more of these buildings. Any decision will be made within the context of the overall proposed project.**
- Q3: The portion of Building AA under the square monitor roof is indicated as Zone/Phase I (High Level of Preservation Required) and the portion of Building AA under the sawtooth monitor roof is indicated as Zone/Phase II (Moderate Level of Preservation Required). What is the distinction between the different designations for the two portions of Building AA?
- A: **Zone I of Building AA is characterized by a distinctive structural system that provides an open floor area unimpeded by internal walls, columns, and other structural or space-defining elements. In this zone, a higher level of preservation of the existing structure and spatial character will be required, i.e., interior build-out may not span walls, so that the historic volume of the space remains visible. In Zone II of Building AA a greater degree of flexibility will be permitted with regard to interior build-out and alterations to structural elements and finishes. Build-out and alterations to existing elements in Zone II of Building AA must be reviewed for compatibility with existing features, in accordance with Secretary of the Interior's *Standards for Rehabilitation*.**
- Q4: Will replacement of existing windows be permitted?
- A: **Replacement of existing windows may be undertaken, provided new window units replicate the appearance of the replaced windows, in accordance with the Secretary of the Interior's *Standards*.**
- Q5: Future development of the property may include new stand-alone construction or site improvements on portions of the property surrounding the existing buildings. Will the easement require review and approval of any new stand-alone construction or site improvements?
- A: **Yes, the easement requires the review and approval of new stand-alone**

construction, including buildings and other site improvements. New construction must be in accordance with the Secretary of the Interior's *Standards*. For example, new work should be distinguishable from, yet compatible with, the existing historic architecture.

Q6: May new openings, such as windows, transoms, and doors to construct a new entrance, be created on the exterior of the existing buildings?

A: Yes, new openings may be created, provided they are designed in accordance with the Secretary of the Interior's *Standards*. They should be compatible with, yet distinguishable from, the original features of the historic architecture.

Q7: The easement extends to the interior of Building AA. Does this include review and approval of changes to the existing historic structural system and finishes, new interior build-out, or both?

A: Yes, the easement will cover both.

Q8: To what extent may the roofline of Building AA be altered?

A: The roofline of Building AA may not be altered in silhouette or massing, i.e. all existing roof monitors must be maintained in their current repetitive appearance, which is a factor contributing to the historic character and significance of the building. However, MHT will permit penetrations through the Zone II portion of Building AA in order to introduce atria or skylights into this portion of the building, if designed in accordance with the Secretary of the Interior's *Standards*.

Q9: Removing portions of the existing concrete floor deck between the lower and upper levels of Zone II of Building AA would allow the creation of two-level atria within the building. Would such alterations be permitted under the easement?

A: Yes, such alternatives will be permitted if designed in accordance with the Secretary of the Interior's *Standards*.

Q10: The easement requires that the Grantor make the Property open to the public for a minimum of 5 days per year from 10 a.m to 5 p.m. and at other times by appointment as may be determined by the Grantor. How is this requirement impacted by commercial use of the property, or the use of portions of the property by the Federal Government?

A: The easement requires public access to the property, but beyond the minimum days, does not mandate the extent of public access or require access to the entirety of the property. If portions of the property are operated for commercial use and accessible by the public at designated times, that use itself would meet the minimum requirement. Portions of the property can be withheld from public access for security reasons or for tenant requirements.

Exhibit B

**Middle River Depot
2800 Eastern Boulevard
Middle River, Baltimore County, Maryland**

Legal Description

BEGINNING FOR THE SAME at a point on the Northerly right of way line of Eastern Avenue as shown on the State Roads Commission of Maryland Plat No. 633 and also being situate at the beginning of the 9th or 24.18 foot line of the 178.90 acres more or less tract of land described in the U. S of America Judgment on the Declaration of Taking to Glen Martin Company, et al, entered and filed July 18, 1947 and recorded among the Land Records of Baltimore County in Liber J W.B. No. 1600, Folio 476, thence running with the North side of Eastern Avenue and said 9th line, referring all courses to the True Meridian as established for the Baltimore County Metropolitan District, and as now surveyed,

1) by a curve in the Westerly direction having a radius of 2889.79 feet for an arc of 24.18 feet and a chord of South 59 degrees 05 minutes 01 seconds West 24.18 feet and then along a part of the last line of said Declaration of Taking

2) South 58 degrees 50 minutes 31 seconds West 27.10 feet to a point at the end of the 4th line of 14.5392 acres tract described in the Confirmatory Deed dated September 7, 1989, and recorded in Liber 8279, page 079 was conveyed by CTC Associates General Partnership to CTC Associates Limited Partnership; thence running reversely along said line

3) North 27 degrees 08 minutes 39 seconds West 443.76 feet thence

4) South 69 degrees 01 minutes 19 seconds West 1261.71 feet and

5) South 20 degrees 58 minutes 08 seconds East 352.44 feet to intersect the North right of way line of Eastern Avenue and the second line of the beforementioned Declaration of Taking, thence running with the North side of Eastern Avenue with the outlines of said Declaration of Taking

6) by a curve to the right having a radius of 1120.92 feet for an arc length of 293.73 feet and a chord of North 69 degrees 20 minutes 37 seconds West 292.89 feet and

7) North 61 degrees 17 minutes 21 seconds West 653.81 feet, thence leaving Eastern Avenue but still running with the outlines of the beforementioned 78.90 acres tract

8) North 68 degrees 59 minutes 55 seconds East 206.28 feet

9) North 21 degrees 00 minutes 10 seconds West 849.16 feet to intersect the Easterly right of way line of the proposed Maryland Route 43 as shown on the State Highway Administration Plat No. 55600; thence binding thereon

10) by a curve to the right having a radius of 11,511. 00 feet for a length of 55.48 feet and a chord of North 21 degrees 28 minutes 42 seconds East 55.48 feet to intersect the fifth or North 68 degrees 52 minutes East 2981.31 foot line of the original Deed, thence running with the outlines of the original Deed

11)) North 68 degrees 52 minutes 56 seconds East 1298. 11 feet

12) North 28 degrees 12 minutes 30 seconds West 4.99 feet

13) North 68 degrees 52 minutes 56 seconds East 288.54 feet and South 26 degrees 51 minutes 55 seconds East 1680.80 feet to the point of beginning; containing 50.3509 acres more or less. SUBJECT, however to a Revertible Easement For Relocation and Maintenance of Tracks, as shown on the beforementioned State Highway Administration Plat No. 55600 and being within the following metes and bounds:

BEGINNING FOR THE SAME at a point at a point at the end of the 9th or North 21 degrees 00 minutes 05 seconds West 849.16 foot line of the above described property, thence running with the 10th, 11th, 12th, 13th and part of the last line

1) by a curve to the right having a radius of 11511. 00 feet for an arc of 55.48 feet and a chord of North 21 degrees 28 minutes 42 seconds East 55.48 feet,

2) North 68 degrees 52 minutes 56 seconds East 1298. 11 feet,

3) North 28 degrees 12 minutes 30 seconds West 4.99 feet,

4) North 68 degrees 52 minutes 56 seconds East 288.54 feet and

Exhibit B

**Middle River Depot
2800 Eastern Boulevard
Middle River, Baltimore County, Maryland**

Legal Description continued

5) South 26 degrees 51 minutes 55 seconds East 23.87 feet; thence leaving the outlines of the original Deed and running
(6th call intentionally miss-numbered based on recorded survey.)

7) South 47 degrees 04 minutes 55 seconds West 17.67 feet

8) North 63 degrees 15 minutes 10 seconds West 19.31 feet,

9) South 46 degrees 47 minutes 58 seconds West 95.23 feet,

10) South 68 degrees 52 minutes 20 seconds West 276.06 feet,

11) South 68 degrees 53 minutes 21 seconds West 358.09 feet,

12) South 68 degrees 52 minutes 53 seconds West 227.28 feet,

13) South 62 degrees 17 minutes 29 seconds West 129.83 feet and

14) by a curve to the left having a radius of 450.00 feet for an arc length of 353.61 feet and a chord of South 39 degrees 54 minutes 02 seconds West 344.58 feet and

15) South 17 degrees 23 minutes 29 seconds West 87.85 feet to intersect the beforementioned North 21 degrees 00 minutes 05 seconds West 849.16 foot line; thence binding thereon 16) North 21 degrees 00 minutes 05 seconds West 256.35 feet to the point of beginning, containing 2.4564 acres more or less.

BEING the remainder of the hereinmentioned 78.90 acres more or less tract of land described in the U.S. of America Judgment on the Declaration of Taxing to Glen Martin Company, et al, recorded in Liber J W B. No. 1600, Folio 476